

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	005-RFP-0684-2024	Title of RFP	On-Premise Media Asset Management	
Agency	Iowa Department of Administrative Services (DAS) on behalf of Iowa PBS			
Number of years of the initial term of the contract	1	Number of possible annual extensions	5	
State Issuing Officer: Name: David Kuldig Phone: 515-745-2796 E-mail: david.kuldig@iowa.gov				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			November 9, 2023	
State Issues RFP			November 11, 2023	
RFP written questions, requests for clarification, and suggested changes from Respondents due			December 8, 2023 at 1:00 PM Central Time	
Proposals Due			December 29, 2023 at 1:00 PM Central Time	
Relevant Websites				
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf				
Firm Proposal Terms				
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.				

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Objectives

Iowa PBS

Our objectives are:

- Implement a solution to manage the lifecycle of all assets for creative production, communications, and educational purposes from acquisition to archive.
- Create one trusted access point for all media content that will spur creativity and improve discovery, access and re-use of content in fresh ways across departments through an easy to use interface.
- Increase interdepartmental workflow efficiency through streamlined processes and comprehensive file management.
- Associate contracts, releases, permissions and licenses with media projects allowing for quick content reuse.
- Leverage current technology with the solution to increase affordability.

1.5 Background

Iowa PBS is Iowa's statewide public broadcasting network. Iowa PBS provides quality, innovative media and services that educate, inform, enrich and inspire Iowans throughout the state.

A noncommercial, public-service mission enables Iowa PBS to present an unequalled array of programs of lasting value to Iowans regardless of where they live or what they can afford. More than two million viewers each month turn to Iowa PBS for programming that reflects a range of interests for Iowans in all demographic categories.

To support this mission, Iowa PBS seeks a secure on-premise media asset management solution with the ability to scale to a cloud solution for the simplification, centralization, and management of its media assets. The organization requires an easy-to-use solution that will allow it to store, view, edit, and share files across multiple teams and users from ingest to

archive. The solution will be used regularly by up to 90 employees to access, create, curate, and preserve low and high resolution content that currently resides in various on-premise storage locations. There is no current asset management system in use outside of our broadcast automation system. The addition of a media asset management system will enable the organization to continue to create, innovate, and distribute new and archival content to the public through traditional television broadcast, as well as digital distribution channels.

Adobe Creative Cloud suite is currently used for creating multimedia content including video, graphics, motion graphics, audio, PDF, etc. and staff work on PC and Apple products. Supportive materials are also created on Microsoft Office and Google Drive platforms. Various units within the organization also leverage outside vendors and purchase creative media, such as stock imagery, stock video, stock audio and other digital media as well as custom-created media. The solution will be the single source of truth for all media project-related assets. Once fully implemented (current digital media, as well as digitized legacy media) Iowa PBS expects to have more than a petabyte of time based media with over 50,000 records hosted in the media asset management solution.

Technical environment

Iowa PBS utilizes multiple methods of digital asset storage with the primary three being Dell PowerEdge server onboard storage (approx. 200TB usable), Dell PowerVault ME5 SAN (approx. 1.2PB usable) and a SpectraLogic T950 LTO9 tape library (approx. 2.5PB usable). Our Production team uses the Dell Server and SAN storage for projects that are in development and have many active unstructured datasets (files and directories). The SpectraLogic tape library is used to store finished productions that are ingested through a Telestream Kumulate server that is the sole file mover. This Kumulate server is directly connected to the tape library via fiber channel connections.

The Iowa PBS Production team will access the digital assets from 10 Edit Suites that will be connected with 10Gbe along with **20** production laptops that will access the storage via 1Gbe connections. The Production staff will be typically accessing the digital assets via the Adobe Creative Cloud suite as well as Avid ProTools.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Respondent Presentations

Respondents that receive the minimum required technical score shall be contacted by the Issuing Officer to schedule a demonstration. The demonstration may include slides, graphics, or other media selected by the Respondent to illustrate the Respondent's Proposal. The demonstration shall not materially change the information contained in the Proposal. The order and schedule of the presentations is at the sole discretion of the Agency. The presentations shall not exceed ninety minutes.

2.3 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.4 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.5 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.6 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from

Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.7 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.8 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of Proposals

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.12 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.13 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.13.1** The Respondent fails to deliver the Cost Proposal as a separate file.
- 2.13.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.13.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.13.4** The Respondent's Proposal limits the rights of the Agency.
- 2.13.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.13.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7** The Respondent fails to include proposal security, if required.
- 2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.13.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.13.11** The Respondent provides misleading or inaccurate responses.
- 2.13.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.13.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.

2.13.14 The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State’s best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent’s qualifications and the qualifications of any subcontractor identified in the Proposal.

2.16 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent’s capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent’s financial stability, past or pending litigation, and other publicly available information.

2.17 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.18 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent’s Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency’s request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.19 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for

which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its

sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.29 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.30 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.31 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.32 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of

Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be divided into three parts: (1) the Technical Proposal, (2) Demonstration and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

005-RFP-0684-2024 – Respondent Name –Technical Proposal

005-RFP-0684-2024 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

005-RFP-0684-2024 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience providing the types of services sought by the RFP.
- Provide your experience working with Public Media organizations with similar scope of work.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities in the last three years.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 7 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

Exhibit 8 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 9 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 10 – Usability

- Describe the usability and configurability of your solution's interface, including its remote work connectivity and mobile usage capabilities.
- Explain the solution's support features for administrators and/or general users. (web-based and searchable).
- Describe your solution's accessibility features.

Exhibit 11 – Integration

- Provide a list of applications and web platforms your solution integrates with.
- Provide a list of the physical hardware and virtual machine solutions your solution integrates with.
- List the required network infrastructures to optimally operate.

Exhibit 12 – Media Management and Organization Capabilities

- Provide a list of all supported file types and codecs. Indicate which are not able to be previewed in the solution.
- List any file size limitations your system has.
- Describe the process for your solution to update its accepted file types.
- Provide the maximum number of assets allowed.
- Describe how the solution accounts for duplicate assets in regard to file essence and duplicate naming.
- Explain how the solution manages and monitors file fixity including, but not limited to, system notifications, checksums, file movements, etc.
- Describe your solutions process for archiving or otherwise treating old files.
- Explain how files are moved from one storage location to another.
- Describe the process of moving files to and from different storage solutions (ie: servers, LTO, middleware, and the cloud).
- Describe the solution’s capability to archive, manage, and restore sequences and projects from NLE’s, specifically Premier Pro and others.
- Describe your solution’s capability to archive, manage, and restore ProTools projects.

Exhibit 13 – User Administration

- Describe your solution’s user administration features including, but not limited to how users login and access assets, the management of user types and permissions, access and permission rules, and describe the granularity of those rules.

Exhibit 14 – Audit Trail

- Describe the solution’s audit trail capabilities, including what events and interactions it records, if it can be filtered to specific users, actions, timeframes and any other relevant features.

Exhibit 15 – AI and Machine Learning

- Describe the solution’s AI and machine learning technology, capabilities and options, including how the solution supports AI tagging and/or metadata enrichment of videos and images, as well as video text indexing.
- Provide a list of cloud-based and on-premise vendors the solution works with.

Exhibit 16 – Upload and Ingest

- Describe the ways media files can be ingested into your solution and its automated capabilities.
- Describe your solution’s ability to access and manipulate media files during the ingest process.
- Describe the process for ingesting LTO content into the asset management system.
- Describe the solution’s ability to rename assets after ingest.
- Describe the solution’s ability to apply a project file naming template to files after ingest.

Exhibit 17 – Metadata

- Describe the solution’s ability to create unique identifiers for various asset versions or renditions of an asset beyond the base asset unique identifier.
- Explain the solution’s taxonomy, thesaurus, synonym control, controlled vocabulary and hierarchy capabilities, as well as if and how they can be modified and expanded. Describe the solutions built-in data model and include a drawing or example of the built-in data model.

- Describe the solution's ability to include or have the ability to connect to or import third-party controlled vocabularies. Describe the options and methods of implementation.
- Explain the ways metadata can be ingested into the solution including the process for mapping imported metadata.
- List all types of metadata fields available in the solution.
- Describe the available supports for inline spell checks and corrections.
- Describe how the solution handles embedded technical and descriptive metadata and what embedded formats it supports.
- Explain how the solutions is able to embed metadata into files.
- Explain how metadata can be exported from the solution including the process for custom mappings.
- List what formats the metadata can exported in (ie: .CSV, .XML, etc.).
- Describe the solution's capability to provide different metadata schemas for different media groupings (ie: video, photos, graphics, documents, etc.).
- Explain how metadata schemas can be modified after implementation (ie: modified globally and in batches).
- Describe the process for assigning metadata to a sub-clip within your solution and whether or not the metadata is indexed.

Exhibit 18 – Workflows, Automation, and Project Management

- Describe your solution's ability to establish multiple ingest and download workflows with independent rules.
- Describe your solution's ability for a workflow to be defined for a single asset or group thereof based on metadata or user group permissions.
- Describe your solution's ability to create repeated workflows for daily, weekly, monthly, and yearly tasks.
- Describe how notifications or solution alerts are shared within the platform: including flags, alerts, triggers, and/or action capabilities based on defined events and thresholds and describe how they are customer definable.
- Explain how users can configure, operate, and monitor automated solution actions that can act upon assets, metadata, and solution elements (ie: hot folder import, upload/download status notifications, versioning, etc.).
- Explain any built-in project management features.

Exhibit 19 – Asset Sharing and Collaboration

- Describe your solution's ability to share assets internally and externally, including the types of restriction that can be implemented, application of watermarks, and the permissions capabilities related to these features.
- Describe how the user can understand relationships among caption files, documents, images, graphics, and videos. (IE: If Asset A has been used in Project A and Project B, how is this known to the user)
- Describe the solution's ability to upload, store, manage and/or organize digital content into user-defined and organization folders or catalogs.

Exhibit 20 – Search and Discovery

- Explain what determines rank and relevance in your solution's search results.

- Explain the types of searching the solution supports (ie: specific Boolean operators, “did you mean” recommendations, how these recommendations are determined, the handling of misspelled searches, etc.).
- Describe how the solution handles and presents zero results, as well as empty search queries (zero searches).
- Describe how keyword searched are applied to metadata fields and text found in documents.
- Describe how search results list assets with multiple keyword ‘hits’.
- Describe an administrator’s ability to re-configure the filters and define custom search facilities based on the metadata their users need to be able to search and if metadata options configurable via point-and-click user interfaces.
- Explain the solution’s indexing capabilities, including if the index is full text, normalized or non-normalized, how often the index is regenerated and if the index includes embedded asset metadata.
- Describe the process for refining search results.

Exhibit 21 – Technology, Reliability, Security, and Privacy

- Describe your system’s fault tolerance and redundancies.
- Describe how your solution monitors and reports on system reliability and performance.
- Describe how the proposed solution reports events via SNMP and list any MIBs.
- Explain how your solution manages peaks and spikes in workload over varying periods of time.
- Describe security controls in place for endpoint protection on systems used by your developers, systems administrators and other supporting your solution.
- Describe how those supporting your solution authenticate to it and how such access it monitored and logged.
- Provide information regarding your solution’s ability to support two-factor authentication.
- Provide an approved list of endpoint protection and/or advanced threat detection solutions that are approved for use with the proposed solution.
- Describe the physical infrastructure (ie: server, storage, networking, etc.) and licensing required to implement the proposed solution along with product availability.
- Describe the recommended backup/disaster recovery plan for this proposed solution.
- List the approved cloud storage vendors and describe how the proposed solution integrates with them.

Exhibit 22 – Enhancement and API Functionality

- Describe the process for developing enhancements or request for changes to your solution.
- Provide your solution’s multi-year roadmap.
- Describe your API functionality and use-case examples.

Exhibit 23 – Customer Service and Support

- Provide standard service hours and locations or servicers.
- Provide non-standard and holiday service hours and availability.
- Provide definition of defect or error classification levels (ie: defect severity 1, defect severity 2, etc.).
- Describe your proposed resolution timing for each defect or error classification.
- Describe your system uptime, downtime, and scheduled maintenance windows.
- Describe updates and upgrades.

- Describe your means of incident reporting and communication.

Exhibit 24 – Implementation Plan

Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third party Respondents involved in Respondent's implementation strategy and describe these relationships. Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system. Provide an estimate of State of Iowa staff time required to complete the installation. Describe the documentation provided with the product along with applicable costs for any additional documentation. Please describe Respondent's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

- Provide a designated project manager to work with Iowa PBS.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for system.
- Hardware and infrastructure costs.
- Software licensing costs perpetual and/or subscription.
- Installation and implementation costs
- Third party integration
- Training
- Five (5) year warranty
- Maintenance and Support
- Pricing for options (Not a scored item in the Cost Proposal)

3.3.1 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.1.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating **“yes”** a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 System Requirements

- 4.1.1 System shall be installed on-premise.
- 4.1.2 Shall be able to install CrowdStrike on the solution server.
- 4.1.3 Shall be able to integrate with cloud storage providers and our on-premise storage including SpectraLogic T950 and Dell PowerVault ME5 SAN.
- 4.1.4 Usability
 - 4.1.4.1 Highly intuitive fully functional browser-based interfaces for the following: Chrome, Safari, Firefox, Edge.
 - 4.1.4.2 Designed to be used from content ingestion to archive.
- 4.1.5 Integrations
 - 4.1.5.1 Shall provide an Integrated panel for Adobe Premiere that allows for simple and advanced search of the asset management system and provides a preview of media without having to import the content.
 - 4.1.5.2 Video viewer within Premiere Pro with player controls to allow users to play, pause, and move forward and backward through solution managed footage.
 - 4.1.5.3 Allow editors to toggle between low and high-resolution assets while editing a video project.
 - 4.1.5.4 Ability to select from customized and preconfigured transcode settings and integrate with third party transcode systems.
- 4.1.6 Media Management and Organization

identifier should be plainly visible and can be easily copied and pasted from an asset record.

4.1.11.2 The ability to create unique identifiers and records for 'metadata only' digital assets, e.g. for representing physical objects where the digital asset will be added at a later date.

4.1.12 Taxonomy, Controlled Vocabularies and Metadata Models

4.1.12.1 Support for initial definition and ongoing maintenance of the metadata model.

4.1.12.2 Unlimited metadata fields with the following available field types: drop-down, checkbox, text, and autocomplete.

4.1.12.3 Ability to make metadata fields mandatory.

4.1.12.4 Ability to import and map metadata to the solution's established metadata model.

4.1.12.5 Ability to export metadata.

4.1.12.6 Ability to create taxonomies and use controlled vocabularies.

4.1.13 Reporting

4.1.13.1 Has standard and ad hoc reports.

4.1.14 Metadata, Cataloging

4.1.14.1 Users can enter metadata for each asset based on a metadata model.

4.1.14.2 Users can select a group of assets and uniformly apply asset metadata to all of them, either a single field or all of the assets' metadata.

4.1.14.3 A group of assets can have their metadata added to them using another asset as a source or template (inherited metadata).

4.1.14.4 Support for global metadata search and replace functions.

4.1.14.5 Capability to read embedded EXIF, IPTC and XMP formatted metadata and allow users to view it.

4.1.14.6 Support of XMP sidecar files.

4.1.15 Version Control

4.1.15.1 An easy way for users to know that a file has versions.

4.1.16 Workflows, Automation, and Project Management

4.1.17 The ability to establish multiple ingest and download workflows models that are usable in different scenarios.

4.1.18 The flexibility to define workflows for a single asset or a group of assets based on metadata or user group permissions.

4.1.19 The solution includes an automation tool that supports multi-step video production workflows.

4.1.20 Search Functionality and Indexing

4.1.20.1 The keyword search or advanced search functionality should support stemming, Boolean operators, complete phrase searching and negation (excluding terms).

4.1.20.2 Should provide faceted search functionality that allows the user to construct a complex query (multiple metadata fields, constraints, etc.) and sort and filter the results.

- 4.1.20.3** The index should be re-generated automatically without administrator users needing to initiate this.
- 4.1.20.4** Full asset search functionality available from within Premiere Pro.
- 4.1.20.5** A folder/hierarchy search/browse capability should be supported.

4.1.21 Asset Encoding and Transcoding

- 4.1.21.1** Predefined video conversion and/or transcoding settings so users do not need to specify them manually.
- 4.1.21.2** The ability to create custom transcoding presets, and also tweak existing presets

4.1.22 Asset Relationships

- 4.1.22.1** Relationships among assets are easily viewable and understandable.

4.1.23 Collections

- 4.1.23.1** The user can create asset collections containing arbitrary selections of assets.
- 4.1.23.2** Users can add assets to collections from search results and can choose which of their collections assets are stored in.
- 4.1.23.3** Users can copy, delete or move assets from one collection to another.
- 4.1.23.4** Features exist to name collections.
- 4.1.23.5** Users can batch add a group of assets to a collection.

4.1.24 Previewing Assets

- 4.1.24.1** A proxy preview of a video file with player controls to allow users to play, pause, and move forward and backward through footage.
- 4.1.24.2** If the solution cannot generate a file preview for a type of file, this is handled using a default preview image, icon, or in another simple way.
- 4.1.24.3** An audio preview facility is present with play/pause controls.
- 4.1.24.4** Are video previews of Alpha-Channel video that have transparency for compositing available in the system?

4.1.25 The ability to share assets internally and with external clients.

4.1.26 Ability to perform basic solution customizations without the assistance of an engineer or a developer, including the addition or removal of metadata fields and workflows.

4.2 Respondent Requirements

- 4.2.1** Respondent will provide a turnkey solution that will include professional services necessary to scope, plan, implement, deploy and configure the system; and maintenance and support needed to deploy, troubleshoot, modify, maintain, and enhance the system. Deployment will include the migration of existing content from LTO and local network storage.
- 4.2.2** The Contractor will provide a subject matter expert (SME) knowledgeable in the implementation of Contractor's services to make process recommendations and advise Iowa PBS personnel responsible for developing processes and procedures.

4.3 Installation

To ensure all components of this solution will seamlessly integrate with the Iowa PBS network and technology environment, installation of any equipment and/or software shall be determined by

the Iowa PBS engineering staff along with the Contractor during the Implementation phase of this project. Contractor to provide the opportunity for an on-site installation as deemed required by Iowa PBS.

4.4 Post Delivery Documentation

Respondent is to provide the following documentation upon completion of installation:

- Drawings and Documentation – Current and accurate mechanical and optical drawings. The diagrams will be consistent and coherent in the use of symbols and abbreviations. The documentation will include descriptions of the system and sub-assemblies rather than simple wiring diagrams. These drawings shall include detailed diagrams including system interfaces and connections.
 - Operator Instructions - Written operator instructions for the operation of the system, all sub-unit assemblies, and software routines.
 - Service Manuals - Current and accurate service manuals are to be provided with the system.
- Backup and Disaster Recovery - Recommended best practices processes and procedures for backing up the system and services to remediate issues during a disaster recovery scenario.

4.5 Maintenance and Support Services

4.5.1 Facility will perform operational maintenance to the system.

4.5.2 At a minimum Respondent will provide a monthly meeting to review for the first 12 months to review the operation of the solution. Preventative maintenance and inspection on a bi-annual basis.

4.5.3 Respondent will provide same day response time on system issues and outages.

4.6 Training

4.6.1 Respondent will provide general user training sessions, including administrator training sessions, end-user training sessions and training sessions for specific workflows or modules, as necessary. Scheduling and duration of training sessions will be negotiated with the awarded respondent.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum scores for their Technical Proposal and demonstration will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondents upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.

- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A quotes \$35,000; Respondent B quotes \$45,000 and Respondent C quotes \$65,000.

Respondent A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Respondent B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Respondent C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

5.5 Tied Score and Preferences

- 5.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.5.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

6.1.3 Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;

6.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

6.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in

another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions (Delete or Modify as appropriate)

6.3.1 Term Length

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) years, not to exceed a total contract term of five (5) years additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

6.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

6.3.2.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

6.3.2.4 Credit card or ePayables

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor’s invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

6.3.2.5.1 Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

6.3.2.5.2 Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

6.3.2.5.3 Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

6.3.2.5.4 Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

6.3.2.5.5 Contractor shall confirm that the name of purchaser matches the name on the card;

6.3.2.5.6 Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;

6.3.2.5.7 Contractor shall shred any documentation with credit card numbers.

6.3.2.6 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

6.3.2.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

6.3.2.8 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

6.3.2.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

6.3.3 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs

or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

6.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Issuing Officer Name, e-Mail Address. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.3.6 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Termination, Litigation, and Debarment		
Exhibit 7 - Criminal History and Background Investigation		
Exhibit 8 - Acceptance of Terms and Conditions		
Exhibit 9 - Mandatory Technical Specifications		
Exhibit 10 – Usability		
Exhibit 11 - Integration		
Exhibit 12 – Media Management and Organization Capabilities		
Exhibit 13 – User Administration		
Exhibit 14 – Audit Trail		
Exhibit 15 – AI and Machine Learning		
Exhibit 16 – Upload and Ingest		
Exhibit 17 – Metadata		
Exhibit 18 – Workflows, Automation and Project Management		
Exhibit 19 – Asset Sharing and Collaboration		
Exhibit 20 – Search and Discovery		
Exhibit 21 – Technology, Reliability, Security, and Privacy		
Exhibit 22 – Enhancements and API Functionality		
Exhibit 23 – Customer Service and Support		
Exhibit 24 – Implementation Plan		
Public Copy of Technical Proposal with Confidential Information Excised (Optional)		
Cost Proposal		